



Office of the Metropolitan Council

City of Baton Rouge
Parish of East Baton Rouge

Post Office Box 1471
Baton Rouge, Louisiana
70821

SCOTT WILSON
Councilman
District 4

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E-mail: swilson@brgov.com

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September 22, 2020

Louisiana Ethics Administration Program
PO Box 4368
Baton Rouge, LA 70821

re: Advisory Opinion request for Emergency Agenda of October Meeting

Dear Chairman McAnelly:

I am the President Pro-Tempore for the City of Baton Rouge, Parish of East Baton Rouge Metropolitan Council. The following item has been deferred from our Council agenda pending an advisory opinion from the Ethics Commission.

Authorizing the Mayor-President, on behalf of the Baton Rouge Police Department, to enter in to contractual services with Community Network Alliance LLC as the Project Grant Manager for the Community-Based Crime Reduction (CBCR) Grant not to exceed \$80,000.00. By Police Chief.

The person owning Community Network Alliance, LLC, was employed with the Baton Rouge Police Department within the past two (2) years, Mr. Kevin Newman. Therefore, I understand I must consider the prohibitions of La. R.S. 42:1121.

Attached is a copy of the proposed contract (#1), Mr. Newman's resume (#2) and a letter from Mr. Newman (#3) providing information regarding his past employment with the BRPD and his duties under the proposed grant. Mr. Newman's resume and letter explain the differences regarding his duties during his employment with the BRPD and proposed grant contract.

I request this matter be heard by the Ethics Commission and that the Board issue an advisory opinion at its October, 2020 board meeting as an emergency item. Alternatively, I am asking that these matters be heard at the November meeting to ensure I am advised appropriately before having to vote on the matter. If you need further information regarding this request, please feel free to contact me. Dawn Guillot of the Parish Attorney's office is also available at 225-389-3114 or dguillot@brla.gov to provide assistance.

Sincerely,


Scott Wilson
President Pro-Tempore

ETHICS BOARD REC'D
SEP 29 '20 PML:47

PROFESSIONAL SERVICES AGREEMENT

This Agreement entered between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as "City-Parish") as authorized by Resolution No. _____, on behalf of Baton Rouge Police Department, and Community Network Alliance LLC, hereinafter referred to as "Service Provider".

Parties acknowledge that this contract is funded through United States Department of Justice, Bureau of Justice Assistance (BJA), for the FY2019 Innovations in Community-Based Crime Reduction Program (Award No. 2019-BJ-BX-0001; hereinafter referred to as the "Grant" and the "Grant Funds") for a project entitled the "FY 19 CBCR Program", the purpose of which is to empower community leaders with detailed information about crime, drivers of crime, and risk and protective factors in the city. Once the information has been disseminated, community leaders will collaborate with government officials and law enforcement to devise a plan to address identified needs.

The following documents are all hereby made part of this of this Agreement to the same extent as if incorporated in full:

Appendix A: Scope of Services
Appendix B: Insurance Verification
Appendix C: Waiver of Worker's Compensation
Appendix D: Federal Debarment Certification

Article I: Term

This Agreement shall be for a term commencing August 1, 2020, and terminating July 31, 2021.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Baton Rouge Police Department herein referred to as the "Department" as follows:

Scope of Services are as defined per Attachment "A", attached and made a part of this agreement.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

ETHICS BOARD REC'D
SEP 23 '20 PM 1:47

The Service Provider certifies that it and its principals and employees, in the connection with the administration of these programs and services, will abstain from engagement in political activities; inherent religious activities other than those approved as faith-based activities funded by this program; will not engage in lobbying; political patronage and nepotism activities.

The Service provider shall have or establish written policies and procedures to prevent any employees, consultants, members of governing bodies and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being motivated by a desire for private financial gain for themselves or others, such as those whom they have family, business or other ties.

In accordance with Louisiana law, all public servants are required to take one hour of training on the Code of Governmental Ethics. A public servant is defined as a public employee or an elected official, which would include persons who contract with the government as third parties/vendors/service providers. A one-hour ethics training is required by the Louisiana Board of Ethics each year for all public servants. The free, online training link is: <https://cap.ethics.la.gov/SeminarRegistration/>. All third parties/vendors/service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. All third parties/vendors/service providers are required to adhere to the ethical standards for public servants. Care must be exercised to avoid impropriety. The third party/vendor/service provider will be responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is: <http://ethics.la.gov/>. The third party/vendor/service provider will be responsible for completing

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in (Appendix "B") shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance.

The Contractor shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker's compensation. (Appendix "C")

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Article VII: Compensation

The City Parish shall pay Service Provider the sum not to exceed \$79,980.00 payable at a rate of 6,665 per month over the life of the contract.

This compensation shall be invoice monthly payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation. Payments are subject to a final audit upon completion of services or other termination of this contract. Each invoice must include appropriate supporting documentation, as applicable, including:

- A. Invoice Report
- B. Expense Report
- C. Invoice Certification

Failure of the Service Provider to comply with the grant requirements is cause for the City-Parish to withhold payment until service provider certifies compliance.

Article VII: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish, the Federal grantor agency, the Comptroller General or any of their representatives to have access to any books, documents, papers and records of the Service Provider which are directly pertinent to the performance of this agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article IX: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years after receiving notification from the City Parish that it has received notification from the awarding agency that the award has been financially and programmatically closed.

Article X: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XI: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law.

Article XII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIII: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish may, at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XIV: Termination for Lack of Grant Funding

The continuation of this contract is contingent on the funding provided by the United States Department of Justice, Bureau of Justice Assistance (BJA), for the FY2019 Innovations in Community-Based Crime Reduction Program (Award No. 2019-BJ-BX-0001), referred to as the CBCR FY2019 Grant. Should said funding cease, this agreement shall terminate immediately.

Article XV: Compliance with Code of Federal Regulations (2 C.F.R. § Pt. 200, App. II)

The Service Provider, as a non-Federal entity, receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200, not limited to, but including the following:

Section H Debarment and Suspension (2 C.F.R. § Pt. 200, App. II)

Debarment and Suspension – a contract may not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Service Provider shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

Section 200.322 Procurement of Recovered Materials (2 C.F.R. § 200.322)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XVI: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVII: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

WITNESSES

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

BY: _____
Sharon Weston Broome,
Mayor-President

Date: _____

BY: _____

ATTACHMENT A: SCOPE OF SERVICES

Community Based Crime Reduction

The Project Manager will be expected, but not limited, to administer the 2019 Community Based Crime Reduction grant (Award No. 2019-BJ-BX-0001), through the supervision of the Baton Rouge Police Department Project Administrator(s) and coordinate with the Community-Police Partnership (namely, the Chief of Police Advisory council). The Project Manager works with the partners to develop and accomplish program goals and objectives as outlined and approved by the Grantor. The Project Manager will advise and ensure funds are expended in accordance with all municipal, state, and federal guidelines outlined in the DOJ financial guide, in addition to all special conditions and guidelines set by the Grantor. The Project Manager will be responsible for the overall governance structure of the partnership and will attempt to resolve any barriers to project success by working with the Community –Police Partners. The Project Manager will work with the fiscal officer to prepare any budgetary expenditure and will obtain approval for the expenditure from BRPD Project Director(s). Attends meeting with representatives of funding sources and partnering entities to accomplish goals of the grant. Prepares all periodic reports to comply with grant requirements. Maintains and files all grant related document per BRPD Homeland Security/Grants retention policy. Monitors and oversees community based grant-funded programs. The terms of employment shall be terminated when the life of the grant has expired.

Primary Duties and Responsibilities:

- **Project administration:**
 - Administers the local DSI through the supervision of the BRPD Project Director(s)
 - Ensures participation and collaboration from local stakeholders, including law enforcement, community organizations, schools, workforce development organizations, and other entities that will be involved over the course of the initiative;
 - Coordinates and participates in all DSI administration/management and working group meetings and ensures that meeting proceedings are communicated to all partners;
 - Prepares grant progress reports and other program reports, as needed, and submits on a timely basis;
 - Works closely with BRPD to ensure required reports are timely submitted to the funding body, after approval from the BRPD;
 - Prepares all budget expenditures, including requests for modification with the funder; Obtains final approval from BRPD Project Administrator(s) for any budgetary expenditure
 - Communicates with funder, as required;
 - Ensures that all financial records are in order and meet the required standards;
 - Assists with the oversight and monitoring of contract agencies;
 - Oversees partner performance, from perspective of effective collaboration as well as performance outcomes.
- **Project implementation:**
 - Establishes cooperative and collaborative working relationships with partners, Advisory Partners and BRPD;
 - Makes adjustments in the project plan at benchmark periods, if implementation is not proceeding as planned;
 - Develops a regular communication schedule with the Mayor, the Advisory Partners, community stakeholders and the community participants;
 - Develops a regularly scheduled review of project's progress towards goals and objectives.

ATTACHMENT B: CERTIFICATE OF INSURANCE

INSURANCE SCHEDULE

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

ATTACHMENT C: WORKER'S COMPENSATION WAIVER

**WORKER'S COMPENSATION WAIVER FOR
SOLE PROPRIETORSHIPS OR PARTNERSHIPS
WITH NO EMPLOYEES**

City of Baton Rouge
Parish of East Baton Rouge
Purchasing Division
P O Box 1471
Baton Rouge La 70821

Gentlemen:

I/We, _____, am/are aware that all employers in
(Contractors Name)
the State of Louisiana are required to obtain and retain Worker's Compensation Insurance coverage.

In accordance with Chapter 10, R. S. 23, Section 1035, of the Louisiana Worker's Compensation Law, we are informing you that we are the only members of the company and that we have not, nor will we engage, any employees in connection with our contract with the City of Baton Rouge/Parish of East Baton Rouge concerning

Should any injuries result from the aforementioned project, we understand that we will be solely responsible for any medical expenses or injuries suffered.

I/We undertake and agree to indemnify and save the City of Baton Rouge/Parish of East Baton Rouge harmless against any and all claims, demands, damages and expenses, including any claims or liability for compensation under the Louisiana Worker's Compensation Act arising out of injuries sustained by us, any employees, or of any contractor or subcontractor under said contract, together with reasonable attorney's fees for the defense thereof.

Date _____

Signature _____

Printed Name _____

Printed Title _____

ATTACHMENT D: FEDERAL DEPARTMENT CERTIFICATION

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. Subrecipient certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name:

Date:

By:

Kevin E. Newman

4561 Union Drive Baton Rouge, La. 70814 / 225-362-0890 / kenewman3700@gmail.com

PROFESSIONAL EXPERIENCE

East Baton Rouge Parish, Baton Rouge Police Department, Baton Rouge, LA.

January 1986 – March 2020

- Commander of Uniform Patrol Division - ensured all officers performed satisfactory criminal and traffic law enforcement roles for public safety.
- Intelligence Detective, investigative, surveillance, reconnaissance and undercover duties.
- Law Enforcement Motorcycle Officer, traffic enforcement, speed measurement and enforcement.
- SWAT TEAM, Logistics Officer.
- Domestic Violence Instructor. Networking/training with multiple agencies.
- P.O.S.T / FBI Certified Instructor, trained in adult instruction and presentation.
- SERGEANT and Certified Firearms Range Master, maintained multi-million dollar facility, taught annual firearms skill sets to officers and new police academy graduates. Authored departmental policy and Standard Operating procedures.
- Certified Master Taser Instructor taught and maintained standards for less-lethal deployment options for personnel.

Supervisory Experience 2009 – 2020

- Uniform Patrol Bureau Commander. Exercised operating authority for managing senior staff (Captains) at Precinct/Districts, all lower ranking supervision and personnel within the Uniform Patrol Bureau, Misdemeanor Investigations, Prisoner Processing, and Telephone Reporting Unit. Additionally, managed a budget of more than 41 million dollars concerning personnel, services, benefits, supplies, and equipment.
- District Commander/Captain, of personnel within specified Precinct/District.
- Night Commander/Captain, representative of the Uniform Patrol Bureau / Chiefs Office for Night Operations and management of all personnel.
- Shift Commander/Lieutenant of squad, supervised squad personnel in daily operational duties.
- Sergeant, command of personnel in shift/squad capacities.

TRAINING AND ORGANIZATIONAL AFFILIATION

- NOBLE (National Organization of Black Law Enforcement) member
- Magnolia Peace Officers Association member
- Federal Emergency Management Agency (FEMA) – public safety management training
- U.S. Department of Justice Community Oriented Policing Services
- United State Army – Military Police – August 1979 – July 1982

EDUCATION

Southern University A & M College, Baton Rouge, LA.

- Associate Degree Criminal Justice, 1982 - 1984

Deelee, on last week I sent my resume and a short note explaining some listed duties I performed while employed with the Baton Rouge Police Department. To explain further, the scope of those duties performed involved the protection of life and property through the enforcement of laws and regulations. It required me to self-initiate preliminary and follow-up investigations. It required the submittal of documentation/reports based upon field notes of my investigations and patrol activities while working in Uniform Patrol. I also made arrests, processed criminals, and testified in court. I also conducted emergency duties during adverse weather conditions and determined when to use force and to what degree.

As a Supervisor for BRPD, I directly supervised and coordinated the activities of the members of Uniform Patrol. I offered expertise and guidance, ensuring that policy and procedures were conducted in accordance to the laws and regulations.

As a Commander, I was responsible for the productivity of other supervisors that performed other roles and responsibilities. It involved communication, conflict resolution, leadership, critical thinking and teamwork, to name a few. Problem solving was key. I coordinated meetings with my supervisory and uniformed personnel. I spoke with my District Commanders often. From that, law enforcement strategies and directives concerning public safety occurred and were implemented within the department with administrative approval. During that time, I never administered any grants or processes while serving in a leadership position with BRPD, or while performing my duties as a law enforcement officer.

With that, a review of the Professional Service Contract was performed. In the attachment, Scope of Services. It outlined what the project manager responsibilities were. It listed primary duties and responsibilities and project implementation planning. It allows that I work closely with a designated BRPD Project Grant Director. It does not require me, to perform or attempt any law enforcement duties. It does require me to work with community, government officials, Advisory Council appointees, and others to ensure that the grants goals, funding, reporting, and guidelines are adhered to under their supervision. Effective collaboration with all parties is the key. Please, if there is anything more that I can contribute or explain, allow me to do so.

With kind regards,

Kevin Newman

Office of the Council Administrator-Treasurer



City of Baton Rouge
Parish of East Baton Rouge

Post Office Box 1471
Baton Rouge, Louisiana
70821

La. Ethics Admin. Program
Chairman McAnelly
P. O. Box 4368
Baton Rouge, LA 70821

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